

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CENTRAL STATES, SOUTHEAST)	
AND SOUTHWEST AREAS)	
PENSION FUND and HOWARD)	
McDOUGALL, trustee)	
)	
and)	
)	
CENTRAL STATES, SOUTHEAST)	
AND SOUTHWEST AREAS HEALTH)	Case No. 07 C 4272
AND WELFARE FUND and)	
HOWARD MCDUGALL, trustee)	Judge St Eve.
)	
Plaintiffs,)	Magistrate Judge Brown
)	
vs.)	
)	
LAUGHREY BROS. ROOFING &)	
SIDING CO., INC., an Indiana)	
corporation,)	
)	
Defendant.)	

**MOTION FOR ENTRY OF JUDGMENT IN ACCORDANCE
WITH SETTLEMENT AGREEMENT**

NOW COME the Plaintiffs, through their attorneys, and move this Court for entry of a judgment order. In support thereof, the Plaintiffs state as follows:

1. On or about August 28, 2007, Plaintiffs and Defendant negotiated a settlement agreement pursuant to which Defendant agreed to pay Plaintiffs \$24,793.84 in 23 monthly installments of \$1,000.00 from October 15, 2007 through and including August 15, 2009, with a final payment of all remaining principal and interest due on September 15, 2009. The settlement agreement also required the Defendant to make

ongoing monthly contributions as they became due. A true and correct copy of the executed settlement agreement is attached hereto as Exhibit A.

2. On September 10, 2007, this Court entered a minute order dismissing the case while retaining jurisdiction to enforce the terms of the settlement agreement. A true and correct copy of the Court's order is attached hereto as Exhibit B.

3. Defendant made the payment under the terms of the settlement agreement for the month of October 2007, but has failed to make full payments for any month thereafter. See Affidavit of Jo Evelyn George-Roberson at paragraphs 7 and 8 attached hereto as Exhibit C (hereinafter, "Ex. C, ¶ ____").

4. The Defendant also made its ongoing regular monthly contribution payments for September and October 2007, but failed to timely make its monthly contribution payment for November and December 2007. (Ex. C, ¶ 7).

5. By failing to make the required payments as required by the settlement agreement, the Defendant has breached the provisions of the settlement agreement and is therefore in default pursuant to ¶ 4 of the settlement agreement. As a result, all amounts owed under the settlement agreement are now due and owing. See ¶ 4 of Exhibit A.

6. Defendant owes \$15,941.07 in payment principal and \$319.43 in payment plan interest to the Health and Welfare Fund. (Ex. C, ¶ 8 and Exhibit 1 attached thereto).

7. Defendant owes \$5,352.77 in payment plan principal and \$107.33 in payment plan interest to the Pension Fund. (Ex. C, ¶ 8 and Exhibit 2 attached thereto).

8. In addition, Defendant owes \$3,475.68 in liquidated damages and

attorneys' fees the that Plaintiffs had otherwise agreed to waive under the settlement agreement. See Exhibit A, ¶ 4.

9. Defendant owes \$593.10 in pension contributions for the months of November and December 2007 subsequent to the execution of the settlement agreement. (Ex. C, ¶ 8 and Exhibit 2 attached thereto).

10. The Defendant is also required to pay attorney's fees and costs as a result of its breach, pursuant to ¶ 4 of the settlement agreement. Attorney's fees incurred in preparing and presenting this motion total \$368.00. See Affidavit of Cathy L. Rath attached hereto as Exhibit D.

11. Pursuant to the Pension Fund Trust Agreement and § 502(g)(2)(C), the Defendant also owes liquidated damages equal to 20% of the contributions owed to the Pension Fund (20% of \$593.10 = \$118.62) for the delinquency related to the Defendant's regular ongoing monthly contribution obligation.

[Remainder of page intentionally left blank.]

WHEREFORE, the Plaintiffs respectfully request the following relief:

- (a) A judgment in favor of the Health and Welfare and Pension Funds in the amount of \$26,276.00;
- (b) Post-judgment interest computed at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by the Chase Manhattan Bank (New York, New York) for the fifteenth (15th) day of the month for which interest is charged, compounded annually; and
- (c) That this Court retain jurisdiction to enforce the provisions of its order.

/s/ Cathy L. Rath
Cathy L. Rath (ARDC # 6275744)
Attorney for Plaintiffs
Central States, Southeast and
Southwest Areas Health and Welfare
and Pension Funds
9377 West Higgins Road
Rosemont, IL 60018
(847) 518-9800, Extension 2343

December 26, 2007

CERTIFICATE OF SERVICE

I, Cathy L. Rath, one of the attorneys for the Central States, Southeast and Southwest Areas Health and Welfare and Pension Funds, certify that on December 26, 2007, I caused the foregoing Motion for Entry of Judgment in Accordance with Settlement Agreement to be filed electronically. This filing was served on all parties indicated on the electronic filing receipt via the Court's electronic filing system. For all other parties, who are listed below, I served the foregoing Motion for Entry of Judgment in Accordance with Settlement Agreement by overnighting said documents to:

Laughrey Bros. Roofing & Siding Co., Inc.
c/o William J. Hopton
3055 North 13th Street
Terre Haute, IN 47804
Tracking No. 1Z 395 1X9 22 1011 7888

Said Motion for Entry of Judgment in Accordance with Settlement Agreement was sent via overnight mail from 9377 West Higgins Road, Rosemont, Illinois, 60018-4938, with proper prepaid postage affixed thereto, this 26th day of December, 2007.

/s/ Cathy L. Rath

Cathy L. Rath
One of Central States Attorneys